

Exhibit D



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April 24, 2018

VIA E-MAIL & FIRST CLASS MAIL

David Goldstein, Esq.
Managing Partner
Goldstein Hall PLLC
80 Broad Street, Suite 303
New York, NY 10004

RE: 420 Stockholm Street Associates L.P.

Dear Mr. Goldstein:

This letter will follow up on my letter dated April 17, 2018 regarding the above-referenced Partnership. In light of the fact that you have not responded to my earlier request regarding whether the Apartment Complex owned by the Partnership has been transferred, as indicated in your letter of February 13, 2018, or returned my phone call on the subject, we continue to trust that no transfer of the Partnership's Apartment Complex was effectuated. Please clarify which entity you represent, as your initial letter is unclear on that point. Capitalized terms herein shall have the meaning given to them in the Amended and Restated Agreement of Limited Partnership dated as of May 1, 1999, as amended (hereinafter, the "Partnership Agreement").

As described in my prior letter, any effort to transfer the Partnership's Apartment Complex without the Consent of the Special Limited Partner would violate the Partnership Agreement. The Partnership Agreement grants express written Consent rights to the Special Limited Partner with respect to the sale or other disposition "at any time" of all or any material portion of the assets of the Partnership, of which the Apartment Complex is the primary one. *See* Partnership Agreement at Section 8.02(b)(i). Consent may be withheld in the Special Limited Partner's "sole and absolute discretion". *See* Partnership Agreement at Section 8.02(b).

Ridgewood Bushwick Senior Citizens Council was previously advised through its representative, Peter Brodie, that the Special Limited Partner does not Consent to the sale or

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other transfer of the Apartment Complex. *See* Attachment No. 1 hereto. That remains true today.

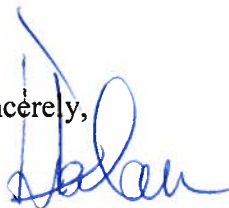
Further, a Right of First Refusal, such as the one granted under Section 12.03 of the Partnership Agreement, is an instrument that, under New York law, requires both a willing seller and a bona fide third party offer before it can be exercised. Neither condition exists here. Without satisfaction of these necessary conditions, the Right of First Refusal cannot be exercised. It is not an option that can be used to compel the sale or transfer of the Apartment Complex where the owner does not agree.

Thus, any effort to transfer the Apartment Complex in light of these circumstances would constitute not only a breach of the Partnership Agreement, but also a breach of fiduciary duty on the part of the General Partner, as well as common law conversion, for which the General Partner and any transferee would be liable in significant legal damages and subject to equitable remedies as well. In addition, such conduct by the General Partner would constitute grounds for its removal from the Partnership. Therefore, any efforts to sell or transfer the Apartment Complex will be vigorously opposed by my clients, including through seeking judicial relief as and when necessary. We are hopeful this will not become necessary.

Thank you for your attention to these matters. Please contact me should you care to discuss any of the foregoing.

All rights reserved.

Sincerely,



Louis E. Dolan, Jr.

From: Peter Brodie [mailto:brodie@villagercapital.com]
Sent: Tuesday, November 03, 2015 9:19 AM
To: Day, Kevin <Kevin.Day@aig.com>
Subject: Re: 420 Stockholm Street, Brooklyn, NY

Kevin:

I will inform my client of your position. Can you explain what the limited partners' intentions are, if not to dispose of their interest?

Regards,
Peter

Peter Brodie
Villager Capital Advisors, LLC
175 Varick Street
New York, NY 10014
brodie@villagercapital.com
(646) 247-7068
YEAR15TEAM.COM

Licensed Real Estate Broker

On Mon, Nov 2, 2015 at 8:01 PM, Day, Kevin <Kevin.Day@aig.com> wrote:

Peter

Under Section 12.03, your client has a right of first refusal to purchase the property. Further, under Section 8.02.b, SLP consent is required for a sale or disposition of all or any material portion of the Partnership assets.

At this time, the limited partners are not interested in pursuing a sale of the property. Hence, the right of first refusal would not be triggered this coming January, and will not be triggered unless and until the partners decide to sell the property.

Therefore, do not proceed with the course of action described below. I am available to discuss should you have further questions.

Thank you,

Kevin

Kevin Day
AIG Affordable Housing
777 S. Figueroa Street

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Los Angeles, CA
90017-5800
Ph (213) 533-3788

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From: Peter Brodie [mailto:brodie@villagercapital.com]
Sent: Monday, November 02, 2015 2:39 PM
To: Day, Kevin
Subject: 420 Stockholm Street, Brooklyn, NY

Kevin:

AIG-SunAmerica is the investor limited partner in this project, which is coming upon the end of its LIHTC compliance period at the end of this year. I simply wanted to reach out to introduce myself and let you know that I will be coordinating the Year 15 process on behalf of my client, Ridgewood Bushwick Senior Citizens Council. Ridgewood Bushwick intends to purchase the property from 420 Stockholm Associates, L.P., in accordance with Section 12.03 of the limited partnership agreement, right after the New Year. We will follow up with you soon regarding relevant information from the project accountant and the specific timing of the transaction. In the meantime, if you have any questions, or if there is anything that we could do now to facilitate the disposition process on your end, please let me know.

Yours truly,

Peter Brodie

Peter Brodie

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